

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral (Second Lien) - Releases RF 5255/0589
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		10/22/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AssuredPartners Capital, Inc.
Street Address:	200 COLONIAL CENTER PARKWAY, SUITE 150
City:	LAKE MARY
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3028413	GBA GROUP BENEFITS AGENCY, INC.
Registration Number:	2389743	DAWSON COMPANIES

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024700-0194
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/22/2015

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This RELEASE, dated as of October 22, 2015, is made by Bank of America, N.A., as Administrative Agent under the Second Lien Credit Agreement (the "Agent"), in favor of AssuredPartners Capital, Inc., a Delaware corporation, (the "Grantor") as follows:

W I T N E S S E T H

WHEREAS, pursuant to the Second Lien Security Agreement, dated as of April 2, 2014 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and the Trademark Security Agreement, which references the Security Agreement, dated as of April 2, 2014 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), the Grantor granted the Agent a second priority Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 8, 2014 at Reel/Frame No. 5255/0589;

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Agent; and

WHEREAS, the Grantor has requested that the Agent release its Liens on and security interest in all right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, the Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby (i) terminates the Trademark Security Agreement and (ii) terminates, cancels and releases its Liens on and security interest in the Trademark Collateral and any and all right, title and interest of the Agent in the Trademark Collateral shall hereby terminate, cease and become void.

The Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of the Agent's security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

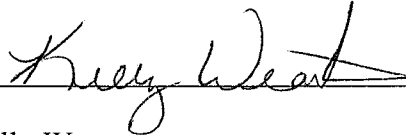
Capitalized terms used herein without definition are used as defined in the Security Agreement or Trademark Security Agreement, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

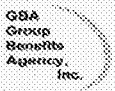

A handwritten signature in cursive script, appearing to read "Kelly Weaver", is written over a horizontal line.

Name: Kelly Weaver

Title: Vice President

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
GBA GROUP BENEFITS AGENCY, INC. 	78501812 10/19/2004	3028413 12/13/2005	REGISTERED	AssuredPartners Capital, Inc.
DAWSON COMPANIES 	75787738 8/30/1999	2389743 9/26/2000	REGISTERED RENEWED	AssuredPartners Capital, Inc.